Agenda Item Form

Agenda Date: 08/24/04 Districts Affected: 3, 7, 8, 2, 3 Dept. Head/Contact Information: Norman C. Merrifield/Alicia Terrazas (ext. 4057) Type of Agenda Item: ⊠Resolution ☐Staffing Table Changes ☐Board Appointments ☐ Tax Installment Agreements ☐Tax Refunds □Donations ☐RFP/ BID/ Best Value Procurement ☐Budget Transfer ☐ Item Placed by Citizen ☐ Application for Facility Use ☐Bldg. Permits/Inspection ☐ Introduction of Ordinance ☐Interlocal Agreements Contract/Lease Agreement Grant Application Other **Funding Source:** General Fund ☐Grant (duration of funds: Months) ⊠Other Source: <u>User Fee</u> Legal: □ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar □ Approved Denied Timeline Priority: ☐High Medium Low # of days:__ Why is this item necessary: Necessary to permit Independent Contractor Contracts to perform duties outlined in contracts Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Contracts are for performance of services. Maintenance and operating expenditures are nil. **Statutory or Citizen Concerns:** Demands and needs are met. **Departmental Concerns:**

Approval of contracts enables Parks & Recreation Department to meet it's mission, objectives and functions.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to execute the following **INDEPENDENT CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2004/2005** appropriations to be approved by the City Council.

ACOSTA SPORTS CENTER

DEPARTMENT ID: 51010215, ACCOUNT 502215

1. CONTRACTOR:

Esteban Raya, Score Keeper for Basketball & Football

DATES:

September 11, 2004 through August 31, 2005

RATE PER CL:

\$12.00

MAXIMUM AMT: CONTRACT:

2004/2005-055

\$1,500.00

CAROLINA RECREATION CENTER

DEPARTMENT ID: 51510073, ACCOUNT 502214

2. CONTRACTOR:

Christopher R. Orozco, Gymnastics Instructor

DATES:

September 01, 2004 through August 31, 2005

RATE PER CL:

\$9.55 \$5959.20

MAXIMUM AMT: CONTRACT:

2004/2005-056

LEONA FORD WASHINGTON COMMUNITY CENTER

DEPARTMENT ID: 51510081, ACCOUNT 502214

3. CONTRACTOR:

Anita Martell, Aerobic Instructor

DATES:

September 01, 2004 through August 31, 2005

RATE PER CL: MAXIMUM AMT: \$8.50 \$1.700.00

CONTRACT:

2004/2005-057

NATIONS-TOBIN CENTER

DEPARTMENT ID: 51510099, ACCOUNT 502215

4. CONTRACTOR:

Christopher Jimenez, Inline Hockey Referee

DATES: RATE PER CL: September 01, 2004 through February 28, 2005 \$6.00

MAXIMUM AMT:

\$1200.00

CONTRACT:

2004/2005-058

5. CONTRACTOR:

Jaime Rodriguez, Jr., Inline Hockey Referee

DATES:

September 01, 2004 through February 28, 2005

RATE PER CL:

\$6.00

MAXIMUM AMT:

\$1200.00

CONTRACT:

2004/2005-059

SAN JUAN RECREATION CENTER

DEPARTMENT ID: 51510123, ACCOUNT 502214

6.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Arturo Saldana, Music Instructor September 01, 2004 through March 31, 2005 \$8.00 \$1,040.00 2004/2005-060		
	APPROVED this	24 th	day of <u>August</u> 2004.	
ATTE	ST:		THE CITY OF EL PASO	
Richa City C	rda Duffy Momsen´ clerk		Joe Wardy Mayor	
Suada	ROVED AS TO FORM:		APPROVED AS TO CONTENT: Norman Merrifield, Director	
Deput	ty City Attorney	/ /	Parks & Recreation Department	

COUNTY OF EL PASO



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 16302
PROJECT: P500202
SPEED CHART: P0150
ACCOUNT: 502215
CONTRACT NO:2004/2005-655

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and _______, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Science Kooper Tork Houter Footbard, Nouth BASKUTBALL.
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning and be completed by <u>August 31, 2005</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of 1,500 00. The fee shall be paid at a rate of 12.00 per class/game for a maximum of 125 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. NOTICE Any notices required under this cor Receipt Requested, postage prepaid, to the following a	ntract shall be sufficient if sent by Certified Mail, Return address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	TOR: Name: Cateban RAYA Address: SS#: Phone:
to the other party of the intention to terminate this con Should the City have cause to terminate this agreer	this contract without cause after 10 days written notice stract, or at any time by mutual agreement of the parties ment or if Contractor is in breach of this contract, the fication to the contractor of the cause for termination.
independent contractor, he/she has not been provided we coverage regularly covered by the City of El Paso Park	specifically acknowledges that, in his/her capacity as an with Worker's Compensation Insurance or other insurance is and Recreation Department to its regular employees; rotect his/her interest in the event of any personal injuries
travel, equipment and support costs incurred in perfo	lerstands that he/she is responsible for all overhead, orming the contracted services. Contractor also agrees oment and instrumentalities necessary to carry out the
	ent upon paid registration for the program of a minimum participants. In the event that the minimum t shall be null and void.
IN WITNESS WHEREOF the parties have execu	uted this agreement in El Paso, Texas on this
day of , ,	·
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
APPROVED AS TO FORM: Guadalupe Cuellar Deputy City Attorney	APPROVED AS TO CONTENT: Parks & Recreation Director Program Coordinator Municipal Contents Authority C
	Administrative Analyst

COUNTY OF EL PASO

) EARson

Ands 6 Remain

The in force

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51510073 CLASS: 51052 FUND: 16308 PROJECT: P500208 SPEED CHART: P0186 ACCOUNT: 502214

CONTRACT NO: 2004 2005-156

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and CHR ISTOPHER P. OROZCO, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT GYMNASTICS /TUMBUNG CLASS AT CAROLINA RECREATION CENTER
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning and be completed by Aug. 31, 2005
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$5959.20 . The fee shall be paid at a rate of 9.55 per Class game for a maximum of 630 classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. NOTICE Any notices required und	ler this contract shall be sufficient if sent by Certified Mail, Return
Receipt Requested, postage prepaid, to the	•
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: Name: CHRISTOPHER R.OROZCO Address: _ SS#: _ Phone: _
to the other party of the intention to terminal Should the City have cause to terminate	terminate this contract without cause after 10 days written notice te this contract, or at any time by mutual agreement of the parties his agreement or if Contractor is in breach of this contract, the upon notification to the contractor of the cause for termination.
independent contractor, he/she has not been coverage regularly covered by the City of El	ontractor specifically acknowledges that, in his/her capacity as an provided with Worker's Compensation Insurance or other insurance Paso Parks and Recreation Department to its regular employees; so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incurr	ractor understands that he/she is responsible for all overhead, ed in performing the contracted services. Contractor also agrees g all equipment and instrumentalities necessary to carry out the
of participants, and a maximunumber of participants is not reached, this	is contingent upon paid registration for the program of a minimum of participants. In the event that the minimum agreement shall be null and void. have executed this agreement in El Paso, Texas on this
day of	•
au, 0,	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney	Parks & Recreation/Director Program Coordinator
	Superintendent
	Administrative Analyst

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51510081 CLASS: 51054 FUND: 16309 PROJECT: P500209 SPEED CHART: P0187

ACCOUNT:502214 CONTRACT NO:0004/2005-057

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and ANITA MARTELL , hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department: and

WHEREAS. Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Aerobic Instructor @ Leona Ford Washington Community Center Monday - Thursday 5:30 to 6:30 pm 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning

and be completed by AUGUST 31, 2005 SEPT. 1,2004

- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to The fee shall be paid at a rate of \$8.50 exceed a maximum of \$1,700.00. The fee shall be paid at a rate of \$8.50 per class/game for a maximum of 200 (classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. TERMINATION Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



8. <u>NOTICE</u> Any notices required under this concept Requested, postage prepaid, to the following	ontract shall be sufficient if sent by Certified Mail, Return address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CTOR: Name:ANITA MARTELL Address: SS#: Phone:
to the other party of the intention to terminate this co Should the City have cause to terminate this agree	e this contract without cause after 10 days written notice ontract, or at any time by mutual agreement of the parties ement or if Contractor is in breach of this contract, the tification to the contractor of the cause for termination
independent contractor, he/she has not been provided coverage regularly covered by the City of El Paso Par	specifically acknowledges that, in his/her capacity as an with Worker's Compensation Insurance or other insurance rks and Recreation Department to its regular employees; protect his/her interest in the event of any personal injuries
travel, equipment and support costs incurred in perf	derstands that he/she is responsible for all overhead forming the contracted services. Contractor also agrees ipment and instrumentalities necessary to carry out the
	gent upon paid registration for the program of a minimum 35 participants. In the event that the minimum ent shall be null and void.
IN WITNESS WHEREOF the parties have exec	cuted this agreement in El Paso, Texas on this
, day of,,	·
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Mr. A. Wille	Wohn Mach
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	Program Coordinator
	Superintenden
	Administrative Analyst

) Elfasor

And & Remain

De for goest

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51510044 CLASS: 51065 FUND: 16310 PROJECT: P500210 SPEED CHART: P0188 ACCOUNT: 502215

CONTRACT NO: 2004/05-058

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>Christopher Jimenez</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: In line Hockey Referee at Nations-Tobin Contractor
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning 9 1 04 and be completed by 2 28 05.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$12.00.00. The fee shall be paid at a rate of \$6.00 per class/fame for a maximum of 200 classes/fames. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

CONTRACT NO: 2004/2005-058

8. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address: Name: Christopher Jimenez CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** 2 Civic Center Plaza Address: SS#: El Paso, Texas 79901-1163 Phone: ___ 9. TERMINATION Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination. 10. NO INSURANCE PROVIDED Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees: and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind. 11. COSTS AND EQUIPMENT Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided. 12. **CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of <u>io</u> participants, and a maximum of <u>200</u> participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void. IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this day of . **CITY OF EL PASO, TEXAS** ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen CONTRACTOR: > City Clerk APPROVED AS TO FORM: APPROVED AS TO CONTENT: Guadálupe Cuellar Parks & Recreation Direct **Deputy City Attorney** Program Cogrdinator Superintendent Administrative Analyst

) THESE PROSES

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51510099
CLASS: 51035
FUND: 16310
PROJECT: 7500210
SPEED CHART: 70166
ACCOUNT: 502215
CONTRACT NO: 2004/05-059

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>Jaime Redrigues, Tr.</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: In line Hockey Referee act Nations Tobin Center.
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning Q 1 04 and be completed by Z 28 05.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$1200,000. The fee shall be paid at a rate of \$200 per class/game for a maximum of 200 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

FLANST Darks & Remedia

8. NOTICE Any notices required Receipt Requested, postage prepaid, to		be sufficient if sent	by Certified Mail, Return
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: I	Name: <u>Jaime</u> Idress: SS#: Phone: <u> </u>	Redriguez Jr.
9. <u>TERMINATION</u> Either party reto the other party of the intention to tended the City have cause to terminate contract may be terminated immediate.	minate this contract, or at ate this agreement or if C	any time by mutua Contractor is in bre	I agreement of the parties each of this contract, the
independent contractor, he/she has not be coverage regularly covered by the City of and that he/she will secure similar cover or damages of any kind.	peen provided with Worker's of El Paso Parks and Recr	's Compensation Insteation Department	surance or other insurance to its regular employees
11. COSTS AND EQUIPMENT Of travel, equipment and support costs in that he/she will be responsible for support services to be provided.	curred in performing the	contracted service	s. Contractor also agrees
12. CONTINGENCY This agree of participants, and a mannumber of participants is not reached,	kimum of ZCC	_ participants. In the	
IN WITNESS WHEREOF the par	ties have executed this ag	reement in El Pasc	o, Texas on this
day of			
	CITY O	F EL PASO, TEXAS	
ATTEST:			
	Joe Wa	ardy, Mayor	
Richarda Duffy Momsen City Clerk	CONTR	RACTOR:	hull-
APPROVED AS TO FORM:		OVED AS TO CONTE	INT:
Guadalupe Cuellar Deputy City Attorney	Parks &	Recreation Director	
	- Y Prograp	Coordinator	1
	16	when !	ducis
	Superin	terident	
	Adminis	strative Analyst	



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID:51510123 CLASS: 51031 FUND: 16313 PROJECT: PSOOQ 13 SPEED CHART: PO19 1 ACCOUNT: 5092 14 CONTRACT NO: 2004/2005-160

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Arturo Saldana, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Music Instructor of San Judin 126.
- 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning Dept. 1, 2004 and be completed by March 31, 2005
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of $\frac{3}{3}$ \, 040.00. The fee shall be paid at a rate of $\frac{3}{3}$ 8 class game for a maximum of 130 classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO-Parks & Recreation

8. NOTICE Any notices required under	r this contract sh	all be suffi	cient if sent by	y Certified Mail, Return
Receipt Requested, postage prepaid, to the fo				_
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	ONTRACTOR:	Name: Address: SS#: Phone:		Saldana
9. TERMINATION Either party may tent to the other party of the intention to terminate Should the City have cause to terminate this contract may be terminated immediately up	this contract, or s agreement or	at any tim if Contrac	e by mutual ag tor is in breac	greement of the parties. ch of this contract, the
10. NO INSURANCE PROVIDED Con independent contractor, he/she has not been pr coverage regularly covered by the City of El Pa and that he/she will secure similar coverage so or damages of any kind.	ovided with Work aso Parks and Re	er's Comp	ensation Insur Department to	ance or other insurance its regular employees;
11. COSTS AND EQUIPMENT Contract travel, equipment and support costs incurred that he/she will be responsible for supplying a services to be provided.	in performing th	ne contract	ed services.	Contractor also agrees
12. <u>CONTINGENCY</u> This agreement is of participants, and a maximum number of participants is not reached, this ag	of $\underline{25}$	particip	oants. In the e	program of a minimum vent that the minimum
IN WITNESS WHEREOF the parties ha	ve executed this	agreemen	t in El Paso, Te	exas on this
day of , _	terret and the state of the sta	_		
	CITY	OF EL PAS	SO, TEXAS	
ATTEST:				
	Joe \	Nardy, May	or	
	-			
Richarda Duffy Momsen City Clerk	CON	TRACTOR:	1.	
APPROVED AS TO FORM:	ω	tu E	alde	
MANIFICATION OF THE	APP	ROVED AS	TO CONTENT:	
Guadalupe Cuellar	- — Park	& Recreat	ion Director	
Deputy City Attorney	2	esonte	a Day	
	Prog	ram Goordin	ator	
			1	
	Supe	rintendent	1 #	
	Admi	nistrative Ar	nalyst	